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REMARKS

Claims 19-61 are pending in this patent application and have not been amended. Those claims were all rejected under the doctrine of obviousness-type double patenting over claim 1 of U.S. Patent No. 6,606,142 (hereinafter "the '142 patent") and claim 1 of U.S. Patent No. 6,618,114 (hereinafter "the '114 patent"). Additionally, claims 19-61 were provisionally rejected under the doctrine of obviousness-type double patenting over claim 1 of U.S. Patent Application No. 10/309,908 (hereinafter "the '908 application") and claim 1 of U.S. Patent No. 09/882,272 (hereinafter "the '272 application").

In response, Applicant respectfully submits a Terminal Disclaimer herewith. The Terminal Disclaimer fee of \$110 was paid by check along with the submission of the March 8, 2004 Terminal Disclaimer. However, if a new Terminal Disclaimer fee is due, the fee may be charged to our Deposit Account. The attached Terminal Disclaimer is believed to obviate the rejections; therefore, Applicant respectfully requests that the rejections be withdrawn.

Interview Summary

On June 22, 2004, Examiner Timothy Rude contacted Applicant's representatives to discuss this application. Examiner Rude informed Applicant's representatives that the Terminal Disclaimer filed March 8, 2004, although it appeared to be a *bona fide* attempt to respond to the Office Action, did not satisfy all of the requirements for a proper response. For that reason, Examiner Rude explained that Applicant would be given a time period in which to supply a corrected Terminal Disclaimer. Apparently, this time period is being offered more than three months after the filing of the response because the Terminal Disclaimer was misdirected within

the U.S.P.T.O. and the Examiner was unaware of its filing until just recently. Applicant appreciates Examiner Rude's efforts and the courtesies extended during the telephone interview.

Applicant notes that, at the Examiner's request, a new copy of the Power of Attorney to Customer No. 23345 in this application was transmitted via facsimile directly to Examiner Rude via facsimile on June 22, 2004.

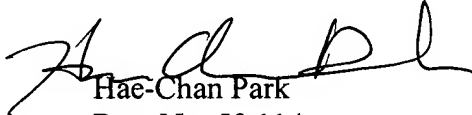
CONCLUSION

Applicant believes that a full and complete response has been made to the pending Office Action and respectfully submits that all of the stated objections and grounds for rejection have been overcome or rendered moot. Accordingly, Applicant respectfully submits that all pending claims are allowable and that the application is in condition for allowance.

Should the Examiner feel that there are any issues outstanding after consideration of this response, the Examiner is invited to contact the Applicant's undersigned representative at the number below to expedite prosecution.

Prompt and favorable consideration of this Reply is respectfully requested.

Respectfully submitted,


Hae-Chan Park
Reg. No. 50,114

Date: June 25, 2004

McGuireWoods LLP
1750 Tysons Boulevard
Suite 1800
McLean, VA 22102-4215
Tel: 703-712-5365
Fax: 703-712-5280
HCP:AJM

Attachment:

Revised Terminal Disclaimer

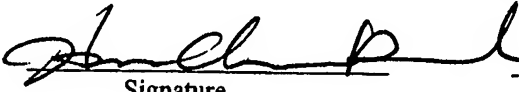


FORM PTO-159
1-31-92

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Docket No.: Viztec Files

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Viztec, Inc. Additional names of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no 3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: November 21, 2003		2. Name and address of receiving party(ies): Name: Samsung Electronics Co., Ltd. Internal Address: Street Address: 416, Maetan-dong City: Yeongtong-gu, Suwon-si, Gyeonggi-do State or Country: Republic of KOREA Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
4. Application number(s) or patent number(s): SEE ATTACHED SCHEDULE A Title: If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No(s). filed on B. Patent No(s). Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Hae-Chan Park, Esq. McGuireWoods LLP 1750 Tysons Boulevard, Suite 1800 McLean, Virginia 22102		6. Total number of applications and patents involved: 18 7. Total fee (37 CFR 3.41): \$720.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Total fee due <input checked="" type="checkbox"/> Any deficiencies in the enclosed fees 8. Deposit account number: 23-1951	
9. Statement and signature To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Hae-Chan Park, Reg. No. 50,114 Name of Person Signing  Signature April 23, 2004 Date			

ASSIGNMENT

This ASSIGNMENT is made as of the 21 day of November, 2003 by VIZTEC, INC., organized under the laws of the State of Delaware, with a principal address of 14502 North Dale Mabry, Suite 200, Tampa, Florida, United States of America ("Assignor"), in favor of SAMSUNG ELECTRONICS CO., LTD., a corporation organized under the laws of the Republic of Korea, with a principal address of 416, Maetan-dong, Yeongtong-gu, Suwon-si, Gyeonggi-do, Republic of Korea ("Assignee").

Whereas, Assignor has lawful rights in and to the inventions of certain new and useful processes, machines, articles of manufacture, compositions of matter, and/or improvements thereof ("inventions") as well as other intellectual property rights including, but not limited to, copyrights, trade secrets, trademarks and know-how listed in Schedule A attached hereto:

Whereas, Assignor desires to convey to Assignee all rights, title and interests in and to the above-identified patent rights and the other intellectual property rights owned by Assignor as of the date of this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee all rights, title and interests in and to the inventions and discoveries disclosed in the above-identified patent applications, any and all Letters Patents of the United States or any other Country issuing therefrom, including (without limitation), any continuation, division, renewal, reissue, reexamination or substitute thereof, and hereby grants to Assignee the right to apply in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed for the inventions and discoveries in any and all countries, including (without limitation) all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions, reexaminations and renewals thereof.

2. Assignor further covenants that Assignee will, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to the inventions, patent, application and any patents granted thereon and the other intellectual property rights, as may be known and accessible to Assignor and its employees, and will use its best efforts to ensure that its employees will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee or Assignee's legal representative any and all papers, instruments or affidavits required to apply for, protect, obtain, maintain, issue, defend and enforce the application, patent, inventions, whether in the U.S. or any and all foreign countries and any patents granted thereon and/or for obtaining any reissue or reissues of any patent which may be granted for the inventions and perform such further acts which may be necessary or desirable to carry out the intent of this agreement as the Assignee thereof shall hereafter require and prepare.

3. The rights assigned hereunder specifically include the right to sue for any and all past infringement of the patents transferred by this Assignment and to receive any and all damages awarded as a result of any such claim.

4. Assignor represents and warrants that it has the authority to make and enter into this Assignment. Assignor further represents and warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment, and that this Assignment will not violate Assignor's obligations to or with any third party.


5. Assignor shall not, at any time, contest the validity or enforceability of the patents transferred by this Assignment, or take any action that would impair the value of the patent rights transferred by this Assignment.

6. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment.

7. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first written above.

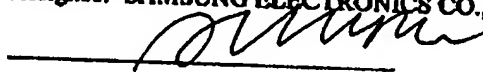
Assignor: VIZTEC, INC.



By: David H. Freeman

Title: Vice President

Assignee: SAMSUNG ELECTRONICS CO., LTD.



By: Seung-Ho Ahn

Title: Vice President

SCHEDULE "A"

Intangible Assets

Title	Serial No.	Filing Date	Patent No.	Country	Priority No.	McGuireWoods Matter No.
Flexible Chip Card with Display	09/040,517	3/17/98	6,019,284	US - CIP	09/014,055	61920342CIP
Flexible Chip Card with Display	09/420,087	10/18/99	6,402,039	US - Continuation Application	09/040,517	61920342CI
Flexible Chip Card with Display	PCT/US99/01808	1/27/99	N/A	PCT	09/014,055; 09/040,517; 09/061,879	61920342WO
Transmitting Advertisements to Smart Cards	24779/99	7/31/00	N/A	Australia	PCT/US99/01808; 09/014,055; 09/040,517; 09/061,879	61920342AU
Transmitting Advertisements to Smart Cards	99802449.X	7/27/00	N/A	China	PCT/US99/01808; 09/014,055; 09/040,517; 09/061,879	61920342CN
Transmitting Advertisements to Smart Cards	2000-528949	7/27/00	N/A	Japan	PCT/US99/01808 09/014,055; 09/040,517; 09/061,879	61920342JP
Transmitting Advertisements to Smart Cards	2000-7008220	7/27/00	N/A	Korea	PCT/US99/01808 09/014,055; 09/040,517; 09/061,879	61920342KR
Transmitting Advertisements to Smart Cards	0007377	7/27/00	N/A	Mexico	PCT/US99/01808 09/014,055; 09/040,517; 09/061,879	61920342MX
Transmitting Advertisements to Smart Cards	2319127	7/26/00	N/A	Canada	PCT/US99/01808 09/014,055; 09/040,517; 09/061,879	61920342CA
Chip Card System	09/061,879	4/17/98	6,068,183	US	N/A	61920343US

Title	Serial No.	Filing Date	Patent No.	Country	Priority No.	McGuireWoods Matter No.
Chip Card Rebate System	09/556,140	4/21/00	6,450,407	US - CIP	09/457,988 which is a continuation of 09/061,879	61920343CIP
Chip Card Rebate System	PCT/US00/42739	12/11/00	N/A	PCT	09/457,988; 09/556,140	61920343WO
Chip Card Rebate System	00992894.6	7/9/02	N/A	Europe	PCT/US00/42739; 09/457,988; 09/556,140	61920343EP
Chip Card Rebate System	2001-544250	6/10/02	N/A	Japan	PCT/US00/42739; 09/457,988; 09/556,140	61920343JP
Wearable Device with Flexible Display	09/103,481	6/24/98	5,931,764	US	N/A	61920344US
Wearable Device	09/689,305	10/12/00	N/A	US - Divisional Application	09/360,435 which is a CIP of 09/103,481	61920344D1
Wearable Device	09/895,735	6/29/01	N/A	US - Continuation Application	09/360,435 which is a CIP of 09/103,481	61920344C1
Wearable Device with Flexible Display	PCT/US99/09816	5/5/99	N/A	PCT	09/103,481	61920344WO
Wearable Device	PCT/US00/20256	7/20/00	N/A	PCT	09/360,435	61920344WO2
Wearable Device	N° 1938-00	7/21/00	N/A	Chile	09/360,435	61920344CL
Wearable Device with Flexible Display	2000-556299	12/22/00	N/A	Japan	09/103,481 and PCT/US99/09816	61920344JP
Wearable Device	89114897	7/26/00	N/A	Taiwan	09/360,435	61920344TW

Title	Serial No.	Filing Date	Patent No.	Country	Priority No.	McGuireWoods Matter No.
Electrooptical Displays with Multilayer Structure Achieved by Varying Rates of Polymerization and/or Phase Separation During the Course of Polymerization	09/883,083	06/15/01	6,618,114	US	60/268,235	61920294US
Electrooptical Displays With Multilayer Structure Achieved by Varying Rates of Polymerization and/or Phase Separation	10/619,389	7/15/03	N/A	US – Continuation Application	09/883,083	61920294C1
Electrooptical Displays With Multilayer Structure Achieved by Varying Rates of Polymerization and/or Phase Separation	PCT/US02/04067	2/12/02	N/A	PCT	60/268,235; 09/883,083	61920294WO
Electrooptical Displays With Multilayer Structure Achieved by Varying Rates of Polymerization and/or Phase Separation	10-2002-7009595	7/25/02	N/A	Korea	PCT/US02/04067; 60/268,235; 09/883,083	61920294KR
Electrooptical Displays With Multilayer Structure Achieved by Varying Rates of Polymerization and/or Phase Separation	02807029.1	2/12/02	N/A	China	PCT/US02/04067; 60/268,235; 09/883,083	61920294CN

Title	Serial No.	Filing Date	Patent No.	Country	Priority No.	McGuire Woods Matter No.
Electrooptical Displays With Multilayer Structure Achieved by Varying Rates of Polymerization and/or Phase Separation	02723135.6-2205	8/12/03	N/A	Europe	PCT/US02/04067; 60/268,235; 09/883,083	61920294EP
Electrooptical Displays With Multilayer Structure Achieved by Varying Rates of Polymerization and/or Phase Separation	2003-572494	8/12/03	N/A	Japan	PCT/US02/04067; 60/268,235; 09/883,083	61920294JP
Electrooptical Displays Constructed with Polymerization Initiating and Enhancing Elements Positioned Between Substrates	09/882,272	6/15/01	6,697,143	US	60/268,072	61920297US
Electrooptical Displays Constructed with Polymerization Initiating and Enhancing Elements Positioned Between Substrates	10/619,790	7/15/03	N/A	US – Continuation Application	60/268,072; 09/882,272	61920297C1
Electrooptical Displays Constructed with Polymerization Initiating and Enhancing Elements Positioned Between Substrates	PCT/US02/04229	2/12/02	N/A	PCT	60/268,176; 60/268,072; 09/882,272; 09/882,310	61920297WO

Title	Serial No.	Filing Date	Patent No.	Country	Priority No.	McGuireWoods Matter No.
Electrooptical Displays Constructed with Polymerization Initiating and Enhancing Elements Positioned Between Substrates	10-2002-7009593	7/25/02	N/A	Korea	PCT/US02/04229; 60/268,176; 60/268,072; 09/882,272; 09/882,310	61920297KR
Electrooptical Displays with Polymer Localized in Vicinities of Substrate Spacers	09/882,310	6/15/01	6,606,142	US	60/268,176	61920295US
Electrooptical Displays with Polymer Localized in Vicinities of Substrate Spacers	10/619,791	7/15/03	N/A	US – Continuation Application	60/268,176; 09/882,310	61920295C1
Electrooptical Displays with Polymer Localized in Vicinities of Substrate Spacers	10/309,908	12/04/02	N/A	US – Continuation Application	60/268,176; 09/882,310	61920295C2
Electrooptical Displays with Polymer Localized in Vicinities of Substrate Spacers	02807551X	9/28/03	N/A	China	PCT/US02/04229	61920295CN
Electrooptical Displays with Polymer Localized in Vicinities of Substrate Spacers	02718959.6		N/A	Europe	PCT/US02/04229	61920295EP
Electrooptical Displays with Polymer Localized in Vicinities of Substrate Spacers	2003-564659	8/12/03	N/A	Japan	PCT/US02/04229	61920295JP

Title	Serial No.	Filing Date	Patent No.	Country	Priority No.	McGuireWoods Matter No.
Electrooptical Displays Constructed with Polymer-Coated Elements Positioned Between Substrates	09/882,311	6/15/01	6,621,548	US	N/A	61920296US
Electrooptical Displays Constructed with Polymer-Coated Elements Positioned Between Substrates	10/619,409	7/15/03	N/A	US – Continuation Application	09/882,311	61920296C1
Electrooptical Displays Constructed with Polymer-Coated Elements Positioned Between Substrates	PCT/US02/04066	2/12/02	N/A	PCT	09/882,311	61920296WO
Electrooptical Displays Constructed with Polymer-Coated Elements Positioned Between Substrates	10-2002-7009594	7/25/02	N/A	Korea	PCT/US02/04066; 09/882,311	61920296KR
Electrooptical Displays Constructed with Polymer-Coated Elements Positioned Between Substrates	91122896	10/3/02	N/A	Taiwan	N/A (Priority was not claimed)	61920296TW
Electrooptical Displays Constructed with Polymer-Coated Elements Positioned Between Substrates	02707771.8	8/12/03	N/A	Europe	PCT/US02/04066; 09/882,311	61920296EP

Title	Serial No.	Filing Date	Patent No.	Country	Priority No.	McGuireWoods Matter No.
Elec trooptical Displays Constructed with Polymer-Coated Elements Positioned Between Substrates	02807028.3		N/A	China	PCT/US02/04066; 09/882,311	61920296CN
Elec trooptical Displays Constructed with Polymer-Coated Elements Positioned Between Substrates	2003-505702	8/12/03	N/A	Japan	PCT/US02/04066; 09/882,311	61920296JP
Composite Structure for Enhanced Flexibility of Electro-Optic Displays	10/147,628	5/17/02	6,655,788	US	N/A	61920303US
Composite Structure for Enhanced Flexibility of Electro-Optic Displays	PCT/US03/14644	5/9/03	N/A	PCT	10/147,628	61920303WO
Parallax Compensating Color Filter and Black Mask for Display Apparatus	10/268,463	10/10/02	N/A	US	N/A	61920320US
Parallax Compensating Color Filter and Black Mask for Display Apparatus	PCT/US03/32042	10/9/03	N/A	PCT	10/268,463	61920320WO

13. The Seller Know-How

Tangible Assets

1. All of Seller's patent prosecution files.
2. Forty-three (43) TN type Viztec flexible plastic displays.
3. Two (2) STN type Viztec flexible plastic displays.
4. Two (2) drive electronics boxes for TN type displays.
5. One (1) drive electronics box for STN type displays.